

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Wakely Consulting Group, Inc. (hereafter called the "Contractor") that the contract on the subject of assisting with planning, designing, and developing Vermont's Health Benefits Exchange, effective February 10, 2012, is hereby amended effective September 26, 2014, as follows:

1. By deleting Section 3 (Maximum Amount) on page 1 of 36 of the Base agreement, and as previously amended, and substituting in lieu thereof the following Section 3:

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$6,227,624.14.

2. By deleting Section 4 (Contract Term) on page 1 of 36 of the Base agreement, and as previously amended, and substituting in lieu thereof the following Section 4:

4. Contract Term: The period of the Contractor's performance shall begin on February 10, 2012 and end on January 31, 2015.

3. By deleting Section 19: Duals, on page 8 of 13 of Amendment 5, and as previously amended, in its entirety.

4. By adding to Attachment A (Specifications of Work to be Performed) beginning on page 3 of 36 of the Base agreement, and as previously amended:

Section 20: Green Mountain Care Plan Development

The Contractor shall assist the State in developing coverage and finance proposals for Green Mountain Care (GMC), including plan designs to be submitted to the Green Mountain Care Board and Green Mountain Care Finance and Coverage plan to be presented to the Legislature by January 15, 2015.

State's Primary Contact:

Robin Lunge
Director of Health Care Reform
802-505-0626
Robin.Lunge@state.vt.us

Contractor's Primary Contact:

Julie Pepper
Director and Senior Consulting Actuary
(720) 226-9814
JulieP@wakely.com

The Contractor shall:

1. Update the 2017 forecast with 2012 data that shall include incorporating Exchange enrollment and other relevant enrollment projections and validating Exchange assumptions against Blue Cross Blue Shield of Vermont (BCBSVT) and MVP Healthcare (MVP) assumptions found in rate filings;
2. Provide updated coverage scenarios for GMC as set forth by the Agency of Administration (AOA);
3. Design GMC coverage plans at various AV levels for each of the plan types developed with and specified by AOA. The plans may include value based designs and other relevant analyses. All plans shall include the covered services provided in Vermont Health Connect plans. Contractor shall also cost out dental, vision, hearing benefits, and long-term care benefits as required by Vermont law;
4. Support generally the work of Dr. Jonathan Gruber as he develops the micro simulation model for Green Mountain Care. This may include, but is not limited to, providing data, adjusting data for incorporation into the vendor's model, reviewing data and policy assumptions, reviewing output of the model, manipulation of Dr. Gruber's output for reincorporation into the Contractor's model, and meet with Dr. Gruber or his team as necessary to enable their work;
5. Review provider contracting analyses;
6. Engage in various stakeholder meetings on an ad hoc basis at the direction of the State of Vermont;
7. Review the Green Mountain Care benefit plans to be submitted by the Agency of Administration to the Green Mountain Care Board and relevant presentation materials to ensure their accuracy and completeness in all respects and assist the Agency of Administration in responding to the Board's questions regarding these plans;
8. Contribute actuarial analysis to the production of a final report to be submitted by the Agency of Administration to the Legislature no later than January 15, 2015 and participate in presentations of the final report to the Legislature as scheduled jointly by the Agency of Administration and legislative staff;
9. Engage in travel as needed and approved by the State; and
10. Participate in weekly meetings, in person or by conference call, to review progress on contract work, the status of specific project activities, identify and discuss outstanding issues, and identify any additional areas for research, modeling, or follow-up.

Contractor and the State acknowledge that some of the work performed under this Contract is interrelated with other work being performed by the State and other contractors simultaneously. The Contractor will coordinate with other State contractors to ensure that their work is consistent with other research and work being completed.

Furthermore, the Contractor will participate in project management meetings and provide regular updates to the Director of Health Care Reform and the Governor's Chief of Health Care Reform on the overall progress of the modeling work under this contract. In addition, the Contractor will advise the Governor and his staff on policy matters related to the planning and implementation of Green Mountain Care to assist the Governor in deliberations and decision-

making related to the project and its implementation. The Contractor's advice and analysis with respect to items 1 to 10 above will include recommendations to contribute to the Governor's deliberations as part of the decision-making process. Services performed between September 1, 2014 and the start of this contract are in conformity with Attachment A can be billed under this contract.

Deliverables:

The Contractor will produce deliverables for the State's review and approval as directed by AOA. A maximum amount of \$155,000 will be paid to the Contractor upon authorization of the State's primary contacts under this Section 20.

5. By deleting number 6 and "Fee Schedule" in Attachment B, beginning on page 21 of 36 of the Base agreement, and as previously amended, and substituting in lieu thereof the following number 6 and "Fee Schedule":

6. Total maximum payable under this contract shall not exceed \$6,227,624.14. The State shall not pay for services that are not defined within Attachment A and priced out in the Fee Schedule below.

Fee Schedule	
Deliverable	Amount
Section 1: Exchange Operations/Business Functions	
Call Center	\$82,578.50
Financial Management	\$56,720.00
Program Integrity	\$61,206.00
Exchange Staffing	\$14,695.00
Exchange Evaluation	\$43,855.00
Level 2 Establishment Grant Application	\$279,511.00
	\$538,565.50
Section 2: Small Business Health Options Program (SHOP)/Individual & Employee Responsibility/Enrollment	
SHOP Exchange	\$128,670.00
Individual and Employer Responsibility Determinations	\$41,780.00
Enrollment in Qualified Health Plans	\$24,907.14
	\$195,357.14
Section 3: Health Insurance Market Reform	
Analysis of the Impact of the Exchange on the Commercial Insurance Market Outside the Exchange	\$60,500.00
Risk-Leveling Programs	\$57,143.00
Certification of Qualified Health Plans (QHPs)	\$46,060.00
Consumer Satisfaction Surveys	\$22,655.00
	\$186,358.00
QHP Plan Design	
Phase 2	\$63,368.00
Phase 3	\$147,859.00
Project Management *1000 hours at \$232/hour	\$232,000.00

STATE OF VERMONT
AMENDMENT TO PERSONAL SERVICES CONTRACT
WAKELY CONSULTING GROUP, INC.

PAGE 4 OF 10
CONTRACT 21410
AMENDMENT #8

Assistance to GMMB Inc. on design of navigator program	\$75,000.00
	\$518,227.00
Section 4: Ad Hoc Tasks	
*See Rate Schedule for billing not to exceed Section maximum amount	\$802,500.00
Section 5: Exchange Certification Requirements	
Crosswalk Matrix Template	\$13,014.75
Final Populated Matrix	\$39,044.25
	\$52,059.00
Section 6: Procurement Action Comparative Analysis	
Comparative Analysis Summary Report	\$20,790.00
Section 7: IT Gap Analysis	
Summary IT Gap Analysis Narrative	\$104,553.75
Final IT Gap Analysis Narrative	\$104,553.75
	\$209,107.50
Section 8: Subject Matter Expertise	
*See Rate Schedule for billing not to exceed Section maximum amount	\$75,000.00
Section 9: Large Group & Association Migration	
Data request	\$4,000.00
Initial Findings	\$12,000.00
Large Group and Association Analysis Report	\$24,000.00
*See Rate Schedule for billing not to exceed Section maximum amount	\$40,000.00
Section 10: Target Operating Model Workshop Assistance	
Workshop #1	\$19,981.50
Workshop #2	\$19,981.50
Workshop #3	\$19,981.50
Workshop #4	\$19,981.50
	\$79,926.00
Section 11: Business Requirements	
Plan Management BRD	\$200,000.00
Anonymous Browsing / Comparison Shopping BRD	\$200,000.00
Eligibility (SHOP only) BRD	\$200,000.00
Enrollment BRD	\$200,000.00
Small Business Online Capabilities BRD	\$200,000.00
Individual Online Capabilities & decision Support Tools BRD	\$200,000.00
Financial Management BRD	\$200,000.00
Premium Tax Credit & Cost Sharing BRD	\$200,000.00
Premium Billing BRD	\$200,000.00
Customer Service (Call Center) BRD	\$200,000.00
Conops Draft and Completion of BRD's and SRS (as approved by State)	\$336,040.00
	\$2,336,040.00
Section 12: Financing Plan	
2.1: Base coverage estimates	\$49,560.00
2.2: Federal financial contribution estimates	\$17,185.00
2.3: Health care reform costs and savings estimates	\$16,080.00

2.4: Financing options	\$25,660.00
Deliverable Support Task: Support with drafting reports and presentations	\$16,460.00
	\$124,945.00
Section 13: Evaluation of QHP Submissions	
Evaluate Choice Qualified Health Plans for meaningful differences	\$20,000
Define evaluation criteria	\$20,000
Assign relative value to innovative plan benefits that respond to specific evaluation criteria	\$15,000
Assist in Overall Plan Scoring	\$20,000
*See Rate Schedule for billing not to exceed Section maximum amount	\$75,000
Section 14: Plan Designs	
Update standard plan designs and AV levels (includes discussions/presentations, CSR plan designs and actuarial certification for non-conforming AVC plan designs)	\$100,000
Update parameters set for Choice plans to expand requirements around wellness, innovation, quality	\$25,000
Assist with 2015 QHP RFP	\$25,000
*See Rate Schedule for billing not to exceed Section maximum amount	\$150,000
Section 15: Update Enrollment/Uninsured Estimates	
Update budget estimates when final premium rates or known	\$5,000
Reevaluate current enrollment estimates for development of consensus enrollment estimates and budget	\$10,000
Assess and update CSR projections budgeted growth	\$10,000
*See Rate Schedule for billing not to exceed Section maximum amount	\$25,000
Section 16: Issuer Filings Actuarial Guidance on Federal AV Calculator	
Memo for carriers on AV Calculator workaround	\$20,000
*See Rate Schedule for billing not to exceed Section maximum amount	\$20,000
Section 17: Cost Sharing Reconciliation	
Calculation of cost sharing reconciliation options	\$5,000
	\$5,000
Section 18: System Integrator Assistance	
Broker Navigator business requirements (BRD)	\$48,276
Issuer premium remittance Software Requirements System (SRS)	\$90,902
Customer Service Software Requirement Systems (CS-SRS)	\$99,141
Individual premium processing Software Requirement System (PP-SRS)	\$13,555
	\$251,874
Section 20: Green Mountain Care Plan Development	
	\$155,000
Travel Allowance	
	\$366,875.00
Total	\$6,227,624.14

7. By replacing Attachment C (Customary Provisions for Contracts and Grants) revised 7/1/12 beginning on page 11 of 14 of Amendment 2, and substituting in lieu thereof Attachment C (Customary Provisions for Contracts and Grants) revised 9/3/14 which is an attachment to this Amendment beginning on page 7.

This amendment consists of 10 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract, (#21410) dated February 10, 2012 shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
WAKELY CONSULTING GROUP, INC.

ROBERT SKOWRONSKI, DEPUTY COMMISSIONER DATE
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Robert.Skowronski@state.vt.us
AHS/DVHA

JON KINGSDALE, MANAGING DIRECTOR DATE
1 Constitution Center
Boston, MA 02136
Phone: 617-939-2002
Email: jonk@wakely.com
CONTRACTOR

ATTACHMENT C
STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

- 7. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the

Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$N/A per occurrence, and \$N/A aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in

accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.
- 12. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 13. Taxes Due to the State:**
 - a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- 19. Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.